

Memorandum



Date: August 18, 2005

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

RTC
Agenda Item No. 3 (C)

From: George M. Burgess
County Manager

A handwritten signature in black ink, appearing to read "G. Burgess", written over the printed name of George M. Burgess.

Subject: Resolution Approving Seventh Amendment to the General Aeronautical Services Permits ("GASP") at Miami International Airport

RECOMMENDATION

The attached Seventh Amendment to the permits between Miami-Dade County and the firms of American Sales & Management Corporation, Evergreen Aviation Ground Logistics Enterprises, Inc., and Swissport USA, Inc. have been prepared by the Miami-Dade Aviation Department (MDAD) and are recommended for approval by the Board. A waiver of competitive bids is also recommended to be in the best interest of the County.

BACKGROUND

Currently, there are three aeronautical services providers operating at Miami International Airport (MIA) under permits that expire October 31, 2005. In addition, because of the withdrawal of the proposals by ASIG and Worldwide under the previous Request for Proposal, the Aviation Department had issued temporary permits to GlobeGround North America LLC d/b/a/ Servisair/Globeground and Triangle Services of Florida, Inc. (the two firms who were not already permit holders and who were also recommended for award of a new permit) to ensure that there are ample firms able to provide general aeronautical services to the airlines, as well as, provide an opportunity for these new companies to compete for the business vacated by ASIG and Worldwide. The term of these two temporary permits will expire after the new selection and transition process. These five firms each have an identical permit to provide a full range of general aeronautical services to the airline industry through contractual arrangements between the air carriers and the permit holder. These services include, but are not limited to: ramp services (including loading/unloading of passengers, baggage, and cargo to and from aircraft, the transporting of baggage and cargo to and from aircraft as well as to and from locations on airport sites), porter assistance, passenger services, dispatching and communications, meteorological navigation, ticket counter and operations services, as well as janitorial, delayed baggage, and security services for commercial aircraft operators and airlines at MIA. As consideration for the rights and privileges granted to the Permittees to operate at MIA, each Permittee is required to pay the County a 7% opportunity fee of the gross revenues derived from its operations. The amount of the GASP gross revenues for all the Permittees for the past five years has totaled approximately \$330 million. The total opportunity fees to the County totaled \$23 million¹.

¹ All financial figures are rounded

By its adoption of Resolution No. R-567-05, the Board rejected the previously issued Request for Proposal and authorized the advertisement for a new request for proposal using the existing solicitation but eliminating the minimum annual guarantee pricing component. Accordingly, the Aviation Department is now preparing to issue the Request for Proposal this month. In the meantime, however, in that the existing three permits are to expire October 31, 2005, these amendments are required in order to initiate and complete the selection process and to allow the incoming providers an adequate transition period. The extension for the six-month period provided in the proposed seventh amendment is in incremental periods of one-month in the event the award of the permits is presented to the Board of County Commissioners for approval at an earlier time. It is therefore recommended as being in the best interest of the County that the Board waive competitive bids and approve the attached seventh amendment that will allow the Department to maintain service until such time as the Board of County Commissioners can consider the award of the new permits.



Deputy County Manager



Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez **DATE:** September 8, 2005
and Members, Board of County Commissioners

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor _____ Agenda Item No.
Veto _____
Override _____

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING EXECUTION OF
SEVENTH AMENDMENT TO THE NON-EXCLUSIVE
GENERAL AERONAUTICAL SERVICES PERMITS AT
MIAMI INTERNATIONAL AIRPORT BETWEEN THE
COUNTY AND AMERICAN SALES & MANAGEMENT
CORP., EVERGREEN AVIATION GROUND
LOGISTICS ENTERPRISES AND SWISSPORT USA;
EXTENDING THE PERMITS FOR A TERM NOT TO
EXCEED SIX MONTHS; AUTHORIZING EXERCISE
OF RENEWAL AND CANCELLATION PROVISIONS;
WAIVING COMPETITIVE BID REQUIREMENTS**

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and documents, copies of which are incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves a Seventh Amendment to the non-exclusive General Aeronautical Services Permits at Miami International Airport between Miami-Dade County and American Sales & Management Corp., Evergreen Aviation Ground Logistics Enterprises and Swissport USA, which Amendment extends the term of the permits by a period not to exceed six months, all as more particularly set forth in the accompanying memorandum from the County Manager. This Board authorizes the County Manager or his designee to execute this Seventh Amendment in substantially the form attached hereto, and any renewal and cancellation provisions therein, for and on behalf of Miami-Dade County. Pursuant to the provisions of Section 2-

Section 2-8.1(b) of the Code, the competitive selection process for this Seventh Amendment is hereby waived upon the written recommendation of the County Manager.

The foregoing resolution was offered by Commissioner
, who moved its adoption. The
motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	
Dennis C. Moss, Vice-Chairman	
Bruno A. Barreiro	Dr. Barbara Carey-Shuler
Jose "Pepe" Diaz	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of September, 2005. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Roy Wood

5

SEVENTH AMENDMENT TO THE
NONEXCLUSIVE GENERAL AERONAUTICAL SERVICES PERMIT
WITH SWISSPORT USA, INC.
AT THE MIAMI INTERNATIONAL AIRPORT

THIS SEVENTH AMENDMENT, entered into this _____ day of _____, 2005, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Swissport USA, Inc., hereinafter referred to as the "Permittee".

WITNESSETH:

WHEREAS, by its own terms the existing nonexclusive general aeronautical services permit ("GASP") expires on October 31, 2005; and

WHEREAS, the Board by its adoption of Resolution No. R-567-05 rejected all proposals received for RFP No. MDAD-0004 for permits to provide general aeronautical services to commercial aircraft operators and airlines at Miami International Airport and authorized the County Manager to advertise a new request for proposal using the existing solicitation but eliminating the minimum annual guarantee

WHEREAS, the parties hereto wish to extend the term of the Permit for a period of up to six (6) months to accomplish this new request for proposal process.

NOW, THEREFORE, in consideration of the premises contained herein, the parties hereto agree as follows:

1. In Article 1, subarticle 1.02, entitled "Extension":

Delete: The County hereby extends this Agreement beyond the term of November 1, 1997 to April 30, 2005, as provided in the Fifth Amendment hereto, for up to six (6) additional separate terms of one (1) month each to October 31, 2005, cancelable by either party without cause upon thirty (30) calendar days notice in writing to the other party.

Substitute: The County hereby extends this Agreement beyond the term of November 1, 1997 to October 31, 2005, as provided in the Sixth Amendment hereto, for up to six (6) additional separate terms of one (1) month each to April 30, 2006, cancelable by either party without cause upon thirty (30) calendar days notice in writing to the other party.

2. In Article 7, subarticle 7.04 titled "Extension Period Goals", is amended and restated as follows:

As part of the consideration for the extension of the Agreement, the Permittee shall meet or make a good faith effort to attain DBE participation goals set forth below for each year of the extension pursuant to Article 1.02 as follows:

<u>YEAR</u>	<u>GOAL</u>
November 1, 1997 – October 31, 1998	12%
November 1, 1998 – October 31, 1999	14%

November 1, 1999 – October 31, 2000	16%
November 1, 2000 – October 31, 2001	18%
November 1, 2001 – October 31, 2002	20%
November 1, 2002 – October 31, 2003	20%
November 1, 2003 – October 31, 2004	20%
November 1, 2004 – October 31, 2005	20%
November 1, 2005 – April 30, 2006	20%

The Permittee shall, at a minimum, attain a 10% participation goal through the current procedure including subcontracting with DBE's pursuant to Article 7.03. The Permittee may meet the participation percentages above 10% through purchase of goods and services from DBE firms. The costs of such purchases will be reported separately on the monthly statement required pursuant to Article 3.10.

3. In all other respects, the Permit shall remain in full force and effect in accordance with the terms and conditions specified therein.
4. This Amendment shall become effective as of the date first written above.

IN WITNESS WHEREOF, the parties hereto have caused this Seventh Amendment to the Permit to be executed by their respective and duly authorized officers, as of the day and year first above written.

ATTEST:

MIAMI-DADE COUNTY, FLORIDA a political
subdivision of the State of Florida

HARVEY RUVIN, CLERK

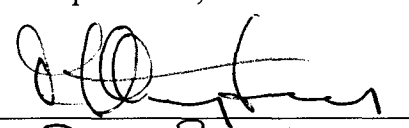
BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
County Manager
(Miami-Dade County Seal)

ATTEST:

By:  _____
Secretary

Swissport USA, Inc.
 _____
S. U.P., President
(CORPORATE SEAL)

Approved for Form and Legal Sufficiency

By: _____
Assistant County Attorney

MIAMI-DADE COUNTY

MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS AND
CERTIFICATIONS

Project Title _____

Project Number _____

COUNTY OF Loudoun

STATE OF Virginia

Before me the undersigned authority appeared, Anthony Ivey (Print Name)
who is personally known to me or who has provided _____
as identification and who did (did not) take an oath, and who stated:

That he is the duly authorized representative of

Swissport USA, Inc.

(Name of Firm/Respondent)

45025 Aviation Drive, Suite 350, Dulles, VA 20166

(Address of Firm/Respondent)

hereinafter referred to as the contracting entity being its Sr. Vice President

(Sole Proprietor) (Partner) (President or Other Authorized Officer)

and as such has full authority to make these affidavits/certifications and say as follows.

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART I**

That the information given herein and in the documents attached hereto is true and correct.

1. The full legal name and business address* of the person or entity contracting or transacting business with Miami-Dade County is:

Swissport USA, Inc.
45025 Aviation Drive
Suite 350
Dulles, VA 20166

2. If the contract or business transaction is with a Corporation**, provide the full legal name and business address* and title for each officer.

See Attachment

3. If the contract or business transaction is with a Corporation**, provide the full legal name and business address* for each director.

See Attachment

4. If the contract or business transaction is with a Corporation**, provide the full legal name and business address* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage.

Swissport Holdings, Inc. 100%
Little Falls Centre II
2751 Centerville Road
Suite 3119
Wilmington, DE 19808

5. If the contract or business transaction is with a Trust, provide the full legal name and address* for each trustee and each beneficiary. All such names and addresses are:

N/A

Names and respective addresses of Officers and Directors:

Title	Name	#, Street, City, State, Zip Code
<u>OFFICERS</u>		
<u>President,</u> <u>Chief Executive Officer</u>	Erich Bodenmann	Swissport USA, Inc. 45025 Aviation Drive, Suite 350 Dulles, VA 20166
<u>Senior Vice-President</u>	Anthony D. Ivey	Same address as above
<u>Vice-Presidents</u>	Howard Fowler Frank Mena William J. Rodriguez Dennis Bertelli Armin Unternahrer	Same address as above
<u>Treasurer</u>	Lindy Milner	Same address as above
<u>Secretary</u>	Dawn Elliott Oakley	Same address as above
<u>DIRECTORS</u>		
<u>Directors</u>	Erich Bodenmann Dawn E. Oakley Anthony D. Ivey	Swissport USA, Inc. 45025 Aviation Drive, Suite 350 Dulles, VA 20166
<u>Directors</u>	Joseph In Albon Andreas Bühlmann	Swissport International Ltd. P.O. Box 8058 Zurich Airport Zurich, Switzerland

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART I (Cont'd)

6. The full legal name and business addresses* of any other individuals (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with Miami-Dade County are:

"N / A"

7. If a Corporate Joint Venture, list the names and titles of the Officers of the Corporate Members of the Joint Venture:

(a) President: "N / A"	(b) President: _____
Vice-Pres: _____	Vice-Pres: _____
Secretary: _____	Secretary: _____
Treasurer: _____	Treasurer: _____

8. If a Non-Corporate Partnership or Joint Venture, list the names of the Principals of the Non-Corporate Partnership or Joint Venture: "N / A"

(c) _____ (Name)	(d) _____ (Name)
(c) _____ (Title)	(d) _____ (Title)

9. State whether the person or entity contracting or transacting business with Miami-Dade County has a collective bargaining agreement with its employees (Yes/No: yes).

10. State whether the entity provides company paid health care benefits to be paid to employees (Yes/No: yes).

11. Attach a list reflecting the current breakdown of the entity's work force as to race, national origin or gender.

(ADD EXTRA SHEETS IF NEEDED

* Post Office Box addresses not acceptable.

** If a Joint Venture, list this information for each member of the Joint Venture

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II**

LIST ALL CONTRACTS IN EFFECT WITH MIAMI DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT	FINAL AMT. ORIG. CONTRACT	PERCENTAGE OF CONTRACT DIFFERENTIAL
<hr/>			
(1)			
_____	\$ _____	\$ _____	_____ %
Summary of Construction Work performed	_____		

	"N/A"		
"	_____		
Litigation Arising out of Contract	_____		

<hr/>			
(2)			
_____	\$ _____	\$ _____	_____ %
Summary of Construction Work performed	_____		

	"N/A"		

Litigation Arising out of Contract	_____		

<hr/>			

(ADD EXTRA SHEET(S) IF NEEDED.)

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART III**

- A. How long has firm been in business? July 6, 1971
- B. Has the firm, or the principals of the firm, ever done business under another name or with another firm? Yes, see attached amendment for name change in 2000.
If so, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.
- C. List firm's private sector business for the last five (5) years:

	<u>NAME OF CLIENT</u>	<u>DESCRIPTIVE TITLE OF PROJECT</u>
(1)	<u>(SEE ATTACHED)</u>	
(2)		
(3)		
(4)		
(5)		

(ADD EXTRA SHEET(S) IF NEEDED.)

HISTORY OF SWISSPORT USA, INC. UNDER ITS PRIOR NAMES, PART III B

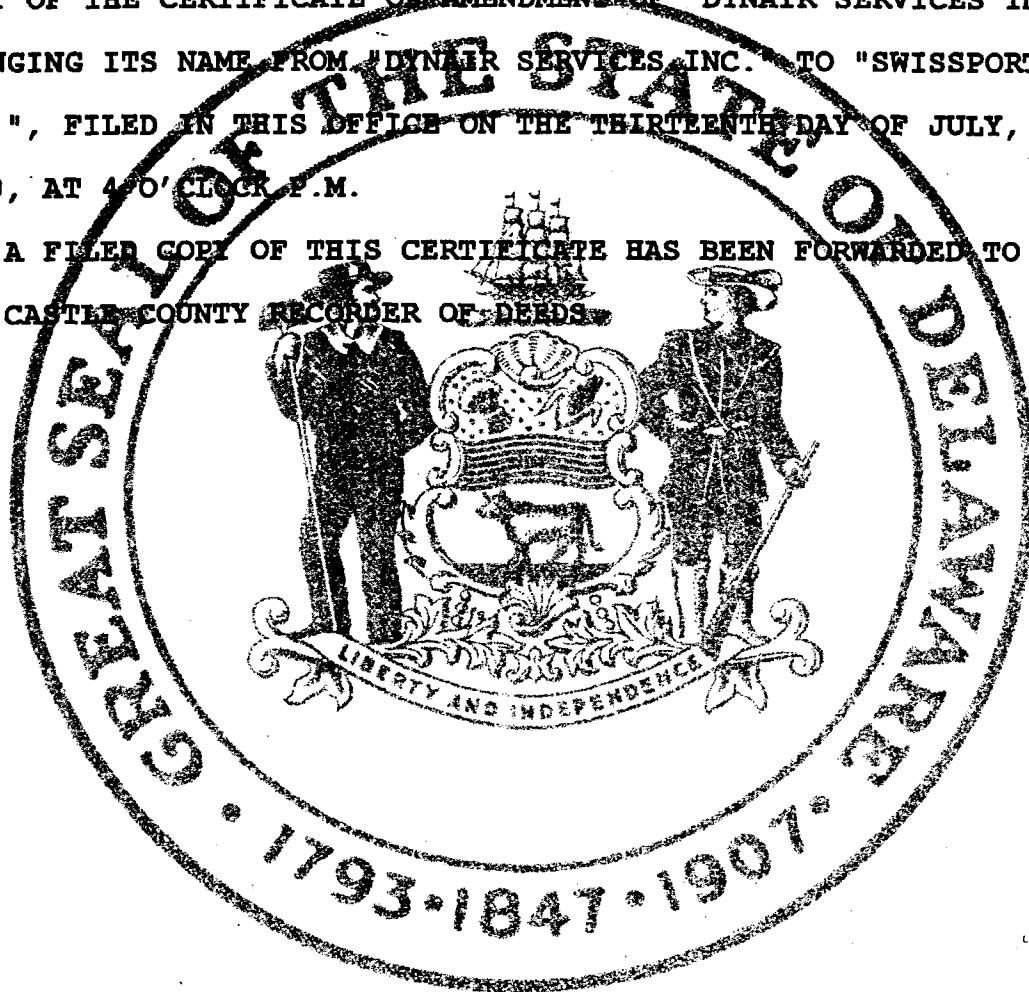
- Name change documents from State of Delaware for Swissport USA, Inc.
 - Name changed from Rlavres, Inc. to Servair Inc. September 22, 1971
 - Name changed from Servair Inc. to Dynair Services Inc. October 15, 1987
 - Name changed from Dynair Services Inc. to Swissport USA, Inc. July 13, 2000

State of Delaware
Office of the Secretary of State

PAGE 1

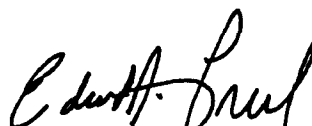
I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "DYNAIR SERVICES INC.", CHANGING ITS NAME FROM "DYNAIR SERVICES INC." TO "SWISSPORT USA, INC.", FILED IN THIS OFFICE ON THE THIRTEENTH DAY OF JULY, A.D. 2000, AT 4:00 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



0773453 8100

001356754


Edward J. Freel, Secretary of State

AUTHENTICATION: 0560394

DATE: 07-14-00

**CERTIFICATE OF AMENDMENT TO
CERTIFICATE OF INCORPORATION
OF
DYNAIR SERVICES INC.**

The undersigned, by and on behalf of DynAir Services Inc., (the "Corporation"), hereby certifies that:

FIRST: The Corporation was originally incorporated under the laws of the state of Delaware on July 6, 1971.

SECOND: The Corporation desires to amend its Certificate of Incorporation in order to change its name to "Swissport USA, Inc."

THIRD: The entire Board of Directors has adopted a resolution setting forth the proposed amendment to the Certificate of Incorporation of the Corporation by Unanimous Written Consent dated July 7, 2000, and deemed the same to be advisable and in the best interests of the Corporation, and proposed the same amendment to the sole stockholder of the Corporation for approval. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of the Corporation shall be amended by changing the First Article thereof to read as follows:

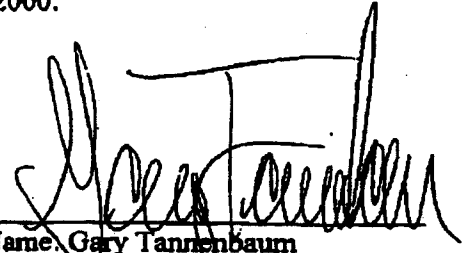
"FIRST: The name of the Corporation is Swissport USA, Inc."

FOURTH: The sole stockholder of the Corporation unanimously approved the same resolution and amendment by its Unanimous Written Consent taken on July 7, 2000.

FIFTH: The amendment has been duly adopted in accordance with the provisions of §242 of the General Corporation Law of the State of Delaware.

SIXTH: Neither the capital of the Corporation or any other rights of the stockholders of the Corporation shall be reduced or affected by reason of this amendment.

IN WITNESS WHEREOF, the undersigned authorized officer of the Corporation, for the purpose of amending the Certificate of Incorporation under the laws of the State of Delaware hereby sets his hand and seal hereunto this 12th day of July, 2000.

A handwritten signature in black ink, appearing to read "Gary Tannenbaum", written over a horizontal line.

Name: Gary Tannenbaum
Title: Vice President

CONTRACTOR'S DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY - PART III
SWISSPORT-USA, INC.
MIAMI INTERNATIONAL AIRPORT
CLIENT LIST

Ramp/Cabin Cleaning

Aerolineas Argentinas
Air Canada
Air France
Air Jamaica
Airtran
Alaska
Aviasca
Cayman
Commercial Jet, Inc.
Commodore Aviation
COPA
ELAL
Eurofly
Falcon Air
Finnair
Iberia
LAB
LTU
Lynx
Mexicana
Miami Air
Monarch
Santa Barbara
Surinam
Swiss International
US Airways
Varig

Skycap/Wheelchair Services

Aerocontinente
Aerolineas
Aeromexico
Air Canada
Air Jamaica
Airtran
Air France
Alaska
Alitalia
America West
Aviacsa
Caymen
Aviacsa
Caymen
Continental
COPA
El Al
Falcon Air
Finnair
Iberia
LAB
LTU
Lufthansa
Lynx
Mexicana
Miami Air
Northwest
Santa Barbara
Swiss International
TACA
TAM Airlines
US Airways

Passenger Service/Res.

Aerolineas Argentinas
Aeromexico
Air France
Alaska
Alitalia
Avianca
Aviasca
Aviateca
COPA
ELAL
Eurofly
Falcon Air
Finnair
Grupo TACA
Iberia
LTU
Lufthansa
Lynx
Mexicana
Miami Air
Santa Barbara
Surinam
Swiss International
Varig
Virgin Atlantic

Flight Ops

Aerolineas Argentinas
Aeromexico
Alaska
Alitalia
Aviacsa
ELAL
Eurofly
Iberia
LTU
Mexicana
Swiss International

Office Cleaning/Janitorial

Air Canada
Air Jamaica
Airtran
Cayman
ELAL
LAB
Mexicana
Northwest
Swiss
TACA
US Airways

Cargo Whse

Aeromexico
Aeromexpress
Air France
Alaska
Delta
Mexicana
Swiss International
UPS

Cargo Transport

Aerolineas Argentinas
Aeromexico
Aeromexpress
Air Canada
Air France
Alaska
Aviacsa
Comair
Delta
Finnair
Iberia
Lufthansa
Mexicana
Monarch
Swiss International

Other

Delta - Park8
US Dept of State - Mail Transfer
Turner Austin - GSE Fueling
World Airways - Fueling & GSE Mx
Swiss International - Station Management
Skytanking - GSE Fueling

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies.]**

xxx Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, **AND [Please indicate which additional statement applies.]**

 There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**

_____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **[Please attach a copy of the final order.]**

_____The person or affiliate has not been placed on convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT

Ordinance No. 93-129, as amended by Ordinance No. 00-18, is applicable to any provider of goods or services to the County who has a debarment history of poor performance on County Contracts or who have by their commission of crimes or the rendition of civil judgements, shown a lack of honesty and integrity.

Pursuant to Ordinance No. 00-18, the terms "vendor" and "consultant" have the same meaning as "contractor" and "subconsultant" has the same meaning as "subcontractor."

The Consultant shall comply with Miami-Dade County Ordinance No. 93-129 as amended by Ordinance No. 00-18, which prevents contractors, subcontractors, their officers, their principals, stockholders, and their affiliates who have been debarred by the County, from entering into contracts with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract.

It is the Consultant's responsibility to ascertain that none of the subcontractors, their officers, principals or affiliates, as defined in the ordinance, are debarred by the County pursuant to Ordinance No. 93-129 as amended by Ordinance No. 00-18 and Administrative Order 3-2 before submitting a proposal.

The Disclosure Affidavit pursuant to Ordinance No. 93-129 as amended by Ordinance No. 00-18 requires the Consultant to affirm, under oath, that neither the Consultant, its subcontractors, or their officers, principals or affiliates, as defined in the ordinance, are debarred by the County at the time of the response.

Any Consultant who fails to complete the Disclosure Affidavit pursuant to Ordinance No. 93-129, as amended, shall not be awarded a Contract with the County. Any contract or transaction entered into in violation of Ordinance No. 93-129 as amended by Ordinance No. 00-18 is void, and any person who willfully fails to disclose the required information or who knowingly discloses false information can be punished by civil or criminal penalties, or both, as provided for in the law.

Consultants shall also comply with Miami-Dade County Ordinance Nos. 93-137 which provides for penalties for any entity attempting to meet contractual obligations through fraud, misrepresentation, or material misstatement. In addition, the County shall, whenever practicable, terminate the contract. The County may also terminate or cancel any other contracts which such entity has with the County.

Pursuant to Ordinance No. 97-52, any entity attempting to comply with this Ordinance through fraud, misrepresentation or material misstatement may be debarred.

Consultant or his agents, officers, principals, stockholders, subcontractors or their affiliates shall affirm that they are not debarred by Miami-Dade County.

CRIMINAL RECORD AFFIDAVIT

Pursuant to Ordinance No. 94-34, as amended by Ordinance No. 00-30, failure to disclose convictions may result in debarment for those persons or entities who knowingly fail to make the required disclosure or falsify information.

Above named Firm/Respondent, as of the date of bid/proposal submission:

 x x x has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of bid submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

 has been convicted of a felony during the past ten (10) years, or as of the date of bid submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

CURRENT IN OBLIGATIONS TO THE COUNTY AFFIDAVIT

Pursuant to Ordinance 99-162, as amended by Ordinance 00-67, Resolution R-531-00 and Administrative Order 3-29, all contracts, business transactions and renewals thereof with the County shall require the individual or entity seeking to transact business with the County to verify that the individual or entity is current in the obligations to the County and is not otherwise in default of any County contract. Any contract or transaction entered into in violation of this Ordinance shall be voidable.

Further, failure to meet the terms and conditions of any obligation or repayment schedule shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

Above named Firm/Respondent, as of the date of bid submission, verifies that the individual or entity is current in its obligations to the County and is not otherwise in default of any County contract.

DISABILITY NONDISCRIMINATION CERTIFICATION

That the above named entity is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

Miami-Dade County Resolution No. R-385-95.

Any contract entered into based upon a false certification submitted pursuant to resolution No. R-385-95 shall be voidable by the County. If any attesting firm violates any of the Acts during the term of any contract such firm has with the County, such contract shall be voidable by the County, even if the attesting firm was not in violation at the time it submitted its certification.

Pursuant to Resolution No. R-385-95, as amended by Resolution No. R-182-00, failure of the certifying firm to comply with the requirements of the Resolution may result in the debarment of those who knowingly violate the policy or falsify information.

FAMILY LEAVE PLAN CERTIFICATION

That in compliance with Ordinance No. 93-118 which amended Ordinance No. 91-142 of the Code of Miami Dade County, Florida, the above named entity provides the following information and is in compliance with all items in the aforementioned ordinance.

Employees, as defined in Section 2, Ordinance No. 93-118 and Chapter 11A of the Miami Dade County Code, shall be entitled to take leave on the same terms and conditions as are provided by Sections 102, 103, 104 and 108 of the Family and Medical Leave Act of 1993 (FMLA), Public Law No. 103-3, and any amendments thereto, with the exception of the following:

- (a) An employee may also take leave under the ordinance to care for a grandparent with a serious health condition on the same terms and conditions as leave is permitted under the FMLA to care for a parent with a serious health condition.
- (b) Employers are not required by the ordinance to maintain coverage under any group health plan for the duration of an employee's leave.
- (c) Nothing in this ordinance shall be construed to affect any employee benefit plan that the employer may otherwise provide.

Pursuant to Ordinance No. 93-118, and Section 102 (Leave Requirements), Entitlement to Leave-Subject to section 103, an eligible employee shall be entitled to a total of 12 workweeks of leave during any 12-month period for one or more of the following:

- (a) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- (b) Because of the placement of a son or daughter with the employee for adoption or foster care.
- (c) In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
- (d) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Pursuant to Ordinance No. 91-142, as amended by Ordinance No. 93-118 and Resolution Nos. R-1499-91 and R-183-00, Permittees who are employers covered by the Family Leave Ordinance shall, as a condition of award, certify that they provide family leave to their employees as required by such ordinance. The obligation to provide family leave to their employees shall be a contractual obligation. Failure to comply with the requirements of this section may result in debarment.

DOMESTIC LEAVE CERTIFICATION

Pursuant to Ordinance No. 99-5 and Resolution No. R-185-00, prior to entering into any contract with the County, a firm desiring to do business with the County, shall as a condition of award, certify that the firm is in compliance with the Domestic Leave Ordinance No. 99-5. The obligation to provide domestic violence leave to their employees shall be a contractual obligation. Failure to comply with the requirements of Resolution No. R-185-00, as well as the Domestic Leave Ordinance, may result in the contract being declared void, the contract being terminated and/or the firm being debarred.

The entity named above certifies that the firm is in compliance with the Domestic Leave Ordinance, Ordinance No. 99-05.

**MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY
DUE FEES OR TAXES CERTIFICATION**

Except for small purchase orders and sole source contracts, the above named entity verifies that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - which are collected in the normal course by the Miami-Dade County Tax Collector as well as Miami-Dade County issued parking tickets for vehicles registered in the name of the entity have been paid.

Pursuant to Section 2-8.6, as amended by Ordinance No. 00-30, failure to comply with the policy may result in debarment.

DRUG-FREE WORK PLACE CERTIFICATION

The entity named above certifies that the firm will provide a drug free workplace in compliance with Section 2-8.1.2 of the Code of Miami-Dade County as amended by Miami-Dade County Ordinance 00-30.

Pursuant to Ordinance No. 92-15, as amended by Ordinance No. 00-30, failure to comply with the policies in these Ordinances may result in debarment for those persons.

CODE OF BUSINESS ETHICS CERTIFICATION

In accordance with Resolution R-994-99 each person or entity that seeks to do business with Miami-Dade County shall adopt the Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics as follows:

The Miami-Dade County/Greater Miami Chamber of Commerce seeks to create and sustain an ethical business climate for its members and the community by adopting a Code of Business Ethics. Miami-Dade County/Greater Miami Chamber of Commerce encourages its members to incorporate the principles and practices outlined here in their individual codes of ethics, which will guide their relationships with customers, clients and suppliers. This Model Code can and should be prominently displayed at all business locations and may be incorporated into marketing materials. Miami-Dade County/Greater Miami Chamber of Commerce believes that its members should use this Code as a model for the development of their organizations' business codes of ethics.

This Model Code is a statement of principles to help guide decisions and actions based on respect for the importance of ethical business standards in the community. Miami-Dade County/Greater Miami Chamber of Commerce believes the adoption of a meaningful code of ethics is the responsibility of every business and professional organization.

By affixing a signature on this Single Execution Condition of Award Certification, the Contractor hereby agrees to comply with the principles of Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics. If the Contractor firm's code varies in any way, the Contractor must identify the difference(s) on separate documents attached to this Single Execution Condition of Award Certification.

Compliance with Government Rules and Regulations

- We the undersigned Contractor will properly maintain all records and post all licenses and certificates in prominent places easily seen by our employees and customers.
- In dealing with government agencies and employees we will conduct business in accordance with all applicable rules and regulations and in the open.
- We, the undersigned Contractor will report contract irregularities and other improper or unlawful business practices to the Ethics Commission, the Office of Inspector General or appropriate law enforcement authorities.

Recruitment, Selection and Compensation of Contractors, Consultants, Vendors, and Suppliers

- We, the undersigned Contractor will avoid conflicts of interest and disclose such conflicts when identified.
- Gifts that compromise the integrity of a business transaction are unacceptable; we will not kick back any portion of a contract payment to employees of the other contracting party or accept such kickback.

Business Accounting

- All our financial transactions will be properly and fairly recorded in appropriate books of account, and there will be no "off the books" transactions or secret accounts.

Promotion and Sales of Products and Services

- Our products will comply with all applicable safety and quality standards.
- We, the undersigned Contractor will promote and advertise our business and its products or services in a manner that is not misleading and doer, not falsely disparage our competitors.
- We, the undersigned Contractor will conduct business with government agencies and employees in a manner that avoids even the appearance of impropriety. Efforts to curry political favoritism are unacceptable.
- Our proposal will be competitive, appropriate to the request for proposals/qualifications documents and arrived at independently.
- Any changes to contracts awarded will have a substantive basis and not be pursued merely because we are the successful Contractor.
- We, the undersigned Contractor will, to the best of our ability, perform government contracts awarded at the price and under the terms provided for in the contract. We will not submit inflated invoices for goods provided or services performed under such contracts, and claims will be made only for work actually performed. We will abide by all contracting and subcontracting regulations.

- We, the undersigned Contractor will not, directly or indirectly, offer to give a bribe or otherwise channel kickbacks from contracts awarded, to government officials, their family members or business associates.
- We, the undersigned Contractor will not seek or expect preferential treatment on proposals based on our participation in political campaigns.

Public Life and Political Campaigns

- We, the undersigned Contractor encourage all employees to participate in community life, public service and the political process to the extent permitted by law.
- We, the undersigned Contractor encourage all employees to recruit, support and elect ethical and qualified public officials and engage them in dialogue and debate about business and community issues to the extent permitted by law.
- Our contributions to political parties, committees or individuals will be made only in accordance with applicable laws and will comply with all requirements for public disclosure. All contributions made on behalf of the business must be reported to senior company management.
- We, the undersigned Contractor will not contribute to the campaigns of persons who are convicted felons or those who do not sign the Fair Campaign Practices Ordinance.
- We, the undersigned Contractor will not knowingly disseminate false campaign information or support those who do.

Pass-through Requirements

- This Code prohibits pass-through payments whereby the prime firm requires that the MBE firm accepts payments as an MBE and passes through those payments to another entity.

Rental Space, Equipment and Staff Requirements or Flat Overhead Fee Requirements

- This Code prohibits rental space requirements, equipment requirements, staff requirements and/or flat overhead fee requirements, whereby the prime firm requires the MBE firm to rent space, equipment and/or staff from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc.

MBE Staff Utilization

- This Code prohibits the prime firm from requiring the MBE firm to provide more staff than is necessary and then utilizing the MBE staff for other work to be performed by the prime firm.

This Code also requires that on any contract where MBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs, the timing of payments and when the work is to be performed.

**DEPARTMENT OF BUSINESS DEVELOPMENT
AFFIRMATIVE ACTION PLAN SECTION**

**ORDINANCE NO. 98-30
AAP/PP AFFIDAVIT**

Pursuant to Miami-Dade County's Ordinance No. 98-30, Section 2-8.1.5, entities with annual gross revenues in excess of \$5,000,000 seeking to contract with the County shall as a condition of receiving a County contract have: 1) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices; and 2) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority - and women - owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing notwithstanding, corporate entities whose board of directors are representative of the population make-up of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have written affirmative action plans and procurement policies in order to receive a County contract. The foregoing presumption may be rebutted. The requirements of this section may be waived upon written recommendation of the County Manager that it is in the best interest of the County to do so and approval of the County Commission by majority vote of the members present.

Based on the above, please check the appropriate space below, and complete the affidavit as directed:

- _____ My firm provides engineering, architectural, landscape architectural, land surveying and mapping services. My firm has forwarded our affirmative action to the Department of Business Development for review.
- x x My firm has annual gross revenues in excess of \$5,000,000. My firm's affirmative action plan and procurement policy has been forwarded to the Department of Business Development for review.
- _____ My firm has annual gross revenues less than \$5,000,000. Therefore, Ordinance No. 98-30 is not applicable.
- _____ My firm has a Board of Directors which is representative of the population make-up of the nation. (Complete the following Affirmative Action Plan exemption affidavit)

If at any time the Department of Business Development (DBD) has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, DBD may refer the matter to the State Attorney's Office and/or other investigative agencies. DBD may initiate debarment and/or pursue other legal remedies in accordance with Miami-Dade County policy and/or applicable federal, state and local laws.

The undersigned swears that the foregoing statements are true and correct. If after executing this affidavit there are any changes in the information submitted, the undersigned agrees to immediately inform DBD of such changes in writing.

For Questions regarding these requirements contact the Department of Business Development at (305) 349-5960



Miami-Dade County, Florida
Department of Business Development
"Statistical Workforce Analysis"

Complete the following information for all full-time employees. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.

Name of Firm:		Swissport USA, Inc.										X Miami Office	
Location:		6450 N.W. 25 Street Miami, Florida 33122											
Contact Name:		Bruce Auerbach											
Telephone:		305-526-2087		Facsimile:		305-871-3929		E-mail:		Bruce.Auerbach@swissport-usa.com			
Racial/Ethnic Group Status													
Job Categories	Total Number per Job Category	White		Black		Hispanic		Asian or Pacific Islander		American Indian or Alaskan Native			
		M	F	M	F	M	F	M	F	M	F		
Officials and Managers	80	10	1	2	0	45	22	0	0	0	0		
Professionals	0	0	0	0	0	0	0	0	0	0	0		
Technicians	0	0	0	0	0	0	0	0	0	0	0		
Sales Workers	0	0	0	0	0	0	0	0	0	0	0		
Office and Clerical	446	15	14	4	4	173	236	0	0	0	0		
Craft Workers (skilled)	12	1	0	3	0	8	0	0	0	0	0		
Operatives (semi-skilled)	311	5	0	37	2	252	14	1	0	0	0		
Laborers (unskilled)	0	0	0	0	0	0	0	0	0	0	0		
Service Workers	59	0	0	0	2	9	48	0	0	0	0		
Total	908	31	15	46	8	487	320	1	0	0	0		

Bruce Auerbach
Affirmative Action Officer Name

Bruce Auerbach
Signature

July 1, 2005
Date

N/A

Project No.: _____ Date: _____
Project Title: _____

SS
COUNTY OF MIAMI-DADE)

(Legal name, Corporation, Partnership, Firm, Individual)
hereinafter called Firm/Respondent) located at _____
(address, city, state)

Witness: _____
(Signature)

Witness: _____
(Signature)

By _____
(Signature)

(Legal Name and Title)

FOR A CORPORATION, PARTNERSHIP, OR JOINT VENTURE:

Notary Seal:

Please note:

Ordinance 82-37 requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.

Ordinance 98-30 requires firms with annual gross revenues in excess of five (5) million dollars have an affirmative action plan/procurement policy on file with the County. Firms that have Boards of Directors that are representative of the population make-up of the nation are exempt.

For Questions regarding these requirements contact the Department of Business Development at (305) 349-5960

This affidavit must be properly executed by the respondent and included in the proposal/bid.

FAIR SUBCONTRACTING POLICIES CERTIFICATION (ORDINANCE 97-35)

All Permittees on County contracts in which subcontractors may be used shall be subject to and comply with Ordinance 97-35 as amended, requiring Permittees to provide a detailed statement of their policies and procedures for awarding subcontracts which:

- a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract;
- b) invites local subcontractors to submit bids/proposals in a practical, expedient way;
- c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid/proposal;
- d) allows local subcontractors to meet with appropriate personnel of the bidder to discuss the bidder's requirements; and
- e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the bidder's stated objectives.

All Permittees seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures. Permittees who fail to provide a statement of their policies and procedures may not be recommended by the County Manager for award by the Board of County Commissioners.

The term "local" means having headquarters located in Miami-Dade County or having a place of business located in Miami-Dade County from which the contract or subcontract will be performed.

The term "subcontractor" means a business independent of a Bidder that may agree with the Bidder to perform a portion of a contract.

The term "subcontract" means an agreement between a Bidder and a subcontractor to perform a portion of a contract between the Bidder and the County.

FALSE CLAIMS ORDINANCE AFFIDAVIT

The purpose of the Miami-Dade County False Claims Ordinance No. 99-152 is to deter persons from knowingly causing or assisting in causing the County to pay claims that are false, fraudulent, or inflated, and to provide remedies for obtaining damages and civil penalties of the County when money is sought or obtained from the County by reason of a false claim. "Claim" means any invoice, statement, request, demand, lawsuit, or action under contract or otherwise for money, property or services made to any employee, officer, or agent of the County, or to any contractor, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued from or was provided by the County (hereinafter "County funds")

Additionally, Management shall maintain a final bid takeoff, that is, the final estimate, tabulation, or worksheet prepared by the bidder in anticipation of the bid submitted and which shall reflect the final bid price. The final bid takeoff shall contain a line item for allocation of overhead costs. The final bid takeoff is a condition precedent to submitting a claim under the Contract. Any violation of this ordinance may result in the sanctions provided for in the ordinance, including debarment.

LIVING WAGES AFFIDAVIT

Above named Permittee shall pay workers on the Permit a Living Wage in accordance with Ordinance 99-44 and Administrative Order 3-30, as amended, and the Living Wage Supplemental General Conditions provisions of the Permit.

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

By:

[Signature]
Signature of Affiant

7/13/05
Date

ANTHONY IVIG, SR. VICE PRESIDENT
Printed Name of Affiant and Title

014-214181501911
Federal Employment
Identification Number

SUBSCRIBED AND SWORN TO (or affirmed) before me this 13th day of July, 2005

(X) He/She is personally known to me or has presented _____ as
Type of identification
identification.

[Signature]
Signature of Notary
JACQUELINE McELRATH
Print or Stamp Name of Notary

Serial Number
12/31/09
Expiration Date

Notary Public - State of VIRGINIA
County of Loudoun

Notary Seal

Clerks
Copy

SEVENTH AMENDMENT TO THE
NONEXCLUSIVE GENERAL AERONAUTICAL SERVICES PERMIT
WITH EVERGREEN AVIATION GROUND LOGISTICS ENTERPRISES, INC.
AT THE MIAMI INTERNATIONAL AIRPORT

THIS SEVENTH AMENDMENT, entered into this _____ day of _____, 2005, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Evergreen Aviation Ground Logistics Enterprises, Inc., hereinafter referred to as the "Permittee".

WITNESSETH:

WHEREAS, by its own terms the existing nonexclusive general aeronautical services permit ("GASP") expires on October 31, 2005; and

WHEREAS, the Board by its adoption of Resolution No. R-567-05 rejected all proposals received for RFP No. MDAD-0004 for permits to provide general aeronautical services to commercial aircraft operators and airlines at Miami International Airport and authorized the County Manager to advertise a new request for proposal using the existing solicitation but eliminating the minimum annual guarantee

WHEREAS, the parties hereto wish to extend the term of the Permit for a period of up to six (6) months to accomplish this new request for proposal process.

NOW, THEREFORE, in consideration of the premises contained herein, the parties hereto agree as follows:

1. In Article 1, subarticle 1.02, entitled "Extension":

Delete: The County hereby extends this Agreement beyond the term of November 1, 1997 to April 30, 2005, as provided in the Fifth Amendment hereto, for up to six (6) additional separate terms of one (1) month each to October 31, 2005, cancelable by either party without cause upon thirty (30) calendar days notice in writing to the other party.

Substitute: The County hereby extends this Agreement beyond the term of November 1, 1997 to October 31, 2005, as provided in the Sixth Amendment hereto, for up to six (6) additional separate terms of one (1) month each to April 30, 2006, cancelable by either party without cause upon thirty (30) calendar days notice in writing to the other party.

2. In Article 7, subarticle 7.04 titled "Extension Period Goals", is amended and restated as follows:

As part of the consideration for the extension of the Agreement, the Permittee shall meet or make a good faith effort to attain DBE participation goals set forth below for each year of the extension pursuant to Article 1.02 as follows:

<u>YEAR</u>	<u>GOAL</u>
November 1, 1997 – October 31, 1998	12%
November 1, 1998 – October 31, 1999	14%

November 1, 1999 – October 31, 2000	16%
November 1, 2000 – October 31, 2001	18%
November 1, 2001 – October 31, 2002	20%
November 1, 2002 – October 31, 2003	20%
November 1, 2003 – October 31, 2004	20%
November 1, 2004 – October 31, 2005	20%
November 1, 2005 – April 30, 2006	20%

The Permittee shall, at a minimum, attain a 10% participation goal through the current procedure including subcontracting with DBE's pursuant to Article 7.03. The Permittee may meet the participation percentages above 10% through purchase of goods and services from DBE firms. The costs of such purchases will be reported separately on the monthly statement required pursuant to Article 3.10.

3. In all other respects, the Permit shall remain in full force and effect in accordance with the terms and conditions specified therein.
4. This Amendment shall become effective as of the date first written above.

IN WITNESS WHEREOF, the parties hereto have caused this Seventh Amendment to the Permit to be executed by their respective and duly authorized officers, as of the day and year first above written.

ATTEST:

MIAMI-DADE COUNTY, FLORIDA a political
subdivision of the State of Florida

HARVEY RUVIN, CLERK

BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
County Manager
(Miami-Dade County Seal)

ATTEST:

By: Guenna R. Watless
Secretary

Evergreen Aviation Ground Logistics Enterprises,
Inc.
[Signature]
President
(CORPORATE SEAL)

Approved for Form and Legal Sufficiency

By: _____
Assistant County Attorney

MIAMI-DADE COUNTY

**MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS AND
CERTIFICATIONS**

Project Title: Non-Exclusive Permits to Provide General Aeronautical Services to
Commercial Aircraft Operators and Airlines

Project Number MDAD0004

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared, Brian Bauer (Print Name)
who is personally known to me or who has provided _____
as identification and who did (did not) take an oath, and who stated.

That he is the duly authorized representative of
Evergreen Aviation Ground Logistics Enterprises, Inc.
(Name of Firm/Respondent)

3850 Three Mile Lane, McMinnville, OR 97128
(Address of Firm/Respondent)

hereinafter referred to as the contracting entity being its

President
(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these affidavits and say as follows.

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART I**

That the information given herein and in the documents attached hereto is true and correct

1. The full legal name and business address* of the person or entity contracting or transacting business with Miami-Dade County is:

Evergreen Aviation Ground Logistics Enterprises, Inc.

3850 Three Mile Lane

McMinnville, Oregon 97128

2. If the contract or business transaction is with a Corporation**, provide the full legal name and business address* and title for each officer.

Brian T. Bauer, President – 3850 Three Mile Lane, McMinnville, OR 97128

Bob Lane, Executive Vice President Operations – 3850 Three Mile Lane, McMinnville, OR 97128

John A. Irwin, Treasurer – 3850 Three Mile Lane, McMinnville, OR 97128

Gwenna R. Wootress, Secretary – 3850 Three Mile Lane, McMinnville, OR 97128

3. If the contract or business transaction is with a Corporation**, provide the full legal name and business address* for each director.

Delford M. Smith – 3850 Three Mile Lane, McMinnville, OR 97128

Timothy Wahlberg – 3850 Three Mile Lane, McMinnville, OR 97128

John A. Irwin – 3850 Three Mile Lane, McMinnville, OR 97128

4. If the contract or business transaction is with a Corporation**, provide the full legal name and business address* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage

Evergreen Aviation, 100% - 3850 Three Mile Lane, McMinnville, OR 97128

5. If the contract or business transaction is with a Trust, provide the full legal name and address for each trustee and each beneficiary. All such names and addresses are:

N/A

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART I (Cont'd)

6. The full legal name and business addresses* of any other individuals (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with Miami-Dade County are:

N/A _____

7. If a Corporate Joint Venture, list the names and titles of the Officers of the Corporate Members or the Joint Venture: N/A

(a) President: _____	(b) President: _____
Vice-Pres: _____	Vice-Pres: _____
Secretary: _____	Secretary: _____
Treasurer: _____	Treasurer: _____

8. If a Non-Corporate Partnership or Joint Venture, list the names of the Principals of the Non-Corporate Partnership or Joint Venture: N/A

(c) _____ (Name)	(d) _____ (Name)
(c) _____ (Title)	(d) _____ (Title)

9. State whether the person or entity (Contractor) contracting or transacting business with Miami-Dade County has a collective bargaining agreement with its employees (Yes/No) **No**

10. State whether the entity provides company paid health care benefits to be paid to employees **Yes/No**.

11. Attach a list reflecting the current breakdown or the entity's work force and ownership as to race, national origin, and gender. ****PLEASE SEE ATTACHMENT A FOLLOWING PAGE 16**

(ADD EXTRA SHEETS IF NEEDED)

* Post Office Box addresses not acceptable.

** If a Joint Venture, list this information for each member of the Joint Venture

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART 11**

LIST ALL CONTRACTS IN EFFECT WITH MIAMI DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT	FINAL AMT. ORIG. CONTRACT	PERCENTAGE OF CONTRACT DIFFERENTIAL
--------------------------	----------------------	--------------------------------------	--

(1)

_____	\$ _____	\$ _____	_____ %
-------	----------	----------	---------

Summary of
Construction
Work performed

Litigation
Arising out
of Contract

(2)

_____	\$ _____	\$ _____	_____ %
-------	----------	----------	---------

Summary of
Construction
Work Performed

Litigation
Arising out
of Contract

(ADD EXTRA SHEET(S) IF NEEDED.)

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART III**

A. How long has firm been in business? 20 years

B. Has the firm, or the principals of the firm, ever done business under another name or with another firm? NO
If so, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

C. List firm's private sector business for the last five (5) years:

<u>NAME OF CLIENT</u>	<u>DESCRIPTIVE TITLE OF PROJECT</u>
(1) <u>British Airways</u>	<u>Passenger Ramp Handling Services and</u> <u>Skycap and Wheelchair Services</u>
(2) <u>BWIA West Indies Airways Limited</u>	<u>Passenger Ramp Handling Services</u>
(3) <u>China Airlines</u>	<u>Freighter Ramp Handling Services</u>
(4) <u>TAM Lineas Areas S. A.</u>	<u>Passenger Ramp Handling Services</u>
(5) <u>Virgin Atlantic Airways</u>	<u>Passenger Ramp Handling Services and</u> <u>Skycap and Wheelchair Services</u>

(ADD EXTRA SHEET (S) IF NEEDED.)

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving anti-trust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies.]**

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, **AND** **[Please indicate which additional statement applies.]**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**

_____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **[Please attach a copy of the final order.]**

_____The person or affiliate has not been placed on convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT

Ordinance No. 93-129, as amended by Ordinance No. 00-18, is applicable to any provider of goods or services to the County who has a debarment history of poor performance on County Contracts or who have by their commission of crimes or the rendition of civil judgements, shown a lack of honesty and integrity.

Pursuant to Ordinance No. 00-18, the terms "vendor" and "consultant" have the same meaning as "contractor" and "subconsultant" has the same meaning as "subcontractor."

The Consultant shall comply with Miami-Dade County Ordinance No. 93-129 as amended by Ordinance No. 00-18, which prevents contractors, subcontractors, their officers, their principals, stockholders, and their affiliates who have been debarred by the County, from entering into contracts with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract.

It is the Consultant's responsibility to ascertain that none of the subcontractors, their officers, principals or affiliates, as defined in the ordinance, are debarred by the County pursuant to Ordinance No. 93-129 as amended by Ordinance No. 00-18 and Administrative Order 3-2 before submitting a proposal.

The Disclosure Affidavit pursuant to Ordinance No. 93-129 as amended by Ordinance No. 00-18 requires the Consultant to affirm, under oath, that neither the Consultant, its subcontractors, or their officers, principals or affiliates, as defined in the ordinance, are debarred by the County at the time of the response.

Any Consultant who fails to complete the Disclosure Affidavit pursuant to Ordinance No. 93-129, as amended, shall not be awarded a Contract with the County. Any contract or transaction entered into in violation of Ordinance No. 93-129 as amended by Ordinance No. 00-18 is void, and any person who willfully fails to disclose the required information or who knowingly discloses false information can be punished by civil or criminal penalties, or both, as provided for in the law.

Consultants shall also comply with Miami-Dade County Ordinance Nos. 93-137 which provides for penalties for any entity attempting to meet contractual obligations through fraud, misrepresentation, or material misstatement. In addition, the County shall, whenever practicable, terminate the contract. The County may also terminate or cancel any other contracts which such entity has with the County.

Pursuant to Ordinance No. 97-52, any entity attempting to comply with this Ordinance through fraud, misrepresentation or material misstatement may be debarred.

Consultant or his agents, officers, principals, stockholders, subcontractors or their affiliates shall affirm that they are not debarred by Miami-Dade County.

CRIMINAL RECORD AFFIDAVIT

Pursuant to Ordinance No. 94-34, as amended by Ordinance No. 00-30, failure to disclose convictions may result in debarment for those persons or entities who knowingly fail to make the required disclosure or falsify information.

Above named Firm/Respondent, as of the date of bid/proposal submission:

X has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of bid submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

_____ has been convicted of a felony during the past ten (10) years, or as of the date of bid submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

CURRENT IN OBLIGATIONS TO THE COUNTY AFFIDAVIT

Pursuant to Ordinance 99-162, as amended by Ordinance 00-67, Resolution R-531-00 and Administrative Order 3-29, all contracts, business transactions and renewals thereof with the County shall require the individual or entity seeking to transact business with the County to verify that the individual or entity is current in the obligations to the County and is not otherwise in default of any County contract. Any contract or transaction entered into in violation of this Ordinance shall be voidable.

Further, failure to meet the terms and conditions of any obligation or repayment schedule shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

Above named Firm/Respondent, as of the date of bid submission, verifies that the individual or entity is current in its obligations to the County and is not otherwise in default of any County contract.

DISABILITY NONDISCRIMINATION CERTIFICATION

That the above named entity is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

Miami-Dade County Resolution No. R-385-95.

Any contract entered into based upon a false certification submitted pursuant to resolution No. R-385-95 shall be voidable by the County. If any attesting firm violates any of the Acts during the term of any contract such firm has with the County, such contract shall be voidable by the County, even if the attesting firm was not in violation at the time it submitted its certification.

Pursuant to Resolution No. R-385-95, as amended by Resolution No. R-182-00, failure of the certifying firm to comply with the requirements of the Resolution may result in the debarment of those who knowingly violate the policy or falsify information.

FAMILY LEAVE PLAN CERTIFICATION

That in compliance with Ordinance No. 93-118 which amended Ordinance No. 91-142 of the Code of Miami Dade County, Florida, the above named entity provides the following information and is in compliance with all items in the aforementioned ordinance.

Employees, as defined in Section 2, Ordinance No. 93-118 and Chapter 11A of the Miami Dade County Code, shall be entitled to take leave on the same terms and conditions as are provided by Sections 102, 103, 104 and 108 of the Family and Medical Leave Act of 1993 (FMLA), Public Law No. 103-3, and any amendments thereto, with the exception of the following:

- (a) An employee may also take leave under the ordinance to care for a grandparent with a serious health condition on the same terms and conditions as leave is permitted under the FMLA to care for a parent with a serious health condition.
- (b) Employers are not required by the ordinance to maintain coverage under any group health plan for the duration of an employee's leave.
- (c) Nothing in this ordinance shall be construed to affect any employee benefit plan that the employer may otherwise provide.

Pursuant to Ordinance No. 93-118, and Section 102 (Leave Requirements), Entitlement to Leave-Subject to section 103, an eligible employee shall be entitled to a total of 12 workweeks of leave during any 12-month period for one or more of the following:

- (a) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- (b) Because of the placement of a son or daughter with the employee for adoption or foster care.
- (c) In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
- (d) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Pursuant to Ordinance No. 91-142, as amended by Ordinance No. 93-118 and Resolution Nos. R-1499-91 and R-183-00, Permittees who are employers covered by the Family Leave Ordinance shall, as a condition of award, certify that they provide family leave to their employees as required by such ordinance. The obligation to provide family leave to their employees shall be a contractual obligation. Failure to comply with the requirements of this section may result in debarment.

DOMESTIC LEAVE CERTIFICATION

Pursuant to Ordinance No. 99-5 and Resolution No. R-185-00, prior to entering into any contract with the County, a firm desiring to do business with the County, shall as a condition of award, certify that the firm is in compliance with the Domestic Leave Ordinance No. 99-5. The obligation to provide domestic violence leave to their employees shall be a contractual obligation. Failure to comply with the requirements of Resolution No. R-185-00, as well as the Domestic Leave Ordinance, may result in the contract being declared void, the contract being terminated and/or the firm being debarred.

The entity named above certifies that the firm is in compliance with the Domestic Leave Ordinance, Ordinance No. 99-05.

**MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY
DUE FEES OR TAXES CERTIFICATION**

Except for small purchase orders and sole source contracts, the above named entity verifies that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - which are collected in the normal course by the Miami-Dade County Tax Collector as well as Miami-Dade County issued parking tickets for vehicles registered in the name of the entity have been paid.

Pursuant to Section 2-8.6, as amended by Ordinance No. 00-30, failure to comply with the policy may result in debarment.

DRUG-FREE WORK PLACE CERTIFICATION

The entity named above certifies that the firm will provide a drug free workplace in compliance with Section 2-8.1.2 of the Code of Miami-Dade County as amended by Miami-Dade County Ordinance 00-30.

Pursuant to Ordinance No. 92-15, as amended by Ordinance No. 00-30, failure to comply with the policies in these Ordinances may result in debarment for those persons.

CODE OF BUSINESS ETHICS CERTIFICATION

In accordance with Resolution R-994-99 each person or entity that seeks to do business with Miami-Dade County shall adopt the Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics as follows:

The Miami-Dade County/Greater Miami Chamber of Commerce seeks to create and sustain an ethical business climate for its members and the community by adopting a Code of Business Ethics. Miami-Dade County/Greater Miami Chamber of Commerce encourages its members to incorporate the principles and practices outlined here in their individual codes of ethics, which will guide their relationships with customers, clients and suppliers. This Model Code can and should be prominently displayed at all business locations and may be incorporated into marketing materials. Miami-Dade County/Greater Miami Chamber of Commerce believes that its members should use this Code as a model for the development of their organizations' business codes of ethics.

This Model Code is a statement of principles to help guide decisions and actions based on respect for the importance of ethical business standards in the community. Miami-Dade County/Greater Miami Chamber of Commerce believes the adoption of a meaningful code of ethics is the responsibility of every business and professional organization.

By affixing a signature on this Single Execution Condition of Award Certification, the Contractor hereby agrees to comply with the principles of Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics. If the Contractor firm's code varies in any way, the Contractor must identify the difference(s) on separate documents attached to this Single Execution Condition of Award Certification.

Compliance with Government Rules and Regulations

- We the undersigned Contractor will properly maintain all records and post all licenses and certificates in prominent places easily seen by our employees and customers.
- In dealing with government agencies and employees we will conduct business in accordance with all applicable rules and regulations and in the open.
- We, the undersigned Contractor will report contract irregularities and other improper or unlawful business practices to the Ethics Commission, the Office of Inspector General or appropriate law enforcement authorities.

Recruitment, Selection and Compensation of Contractors, Consultants, Vendors, and Suppliers

- We, the undersigned Contractor will avoid conflicts of interest and disclose such conflicts when identified.
- Gifts that compromise the integrity of a business transaction are unacceptable; we will not kick back any portion of a contract payment to employees of the other contracting party or accept such kickback.

Business Accounting

- All our financial transactions will be properly and fairly recorded in appropriate books of account, and there will be no "off the books" transactions or secret accounts.

Promotion and Sales of Products and Services

- Our products will comply with all applicable safety and quality standards.
- We, the undersigned Contractor will promote and advertise our business and its products or services in a manner that is not misleading and doer, not falsely disparage our competitors.
- We, the undersigned Contractor will conduct business with government agencies and employees in a manner that avoids even the appearance of impropriety. Efforts to curry political favoritism are unacceptable.
- Our proposal will be competitive, appropriate to the request for proposals/qualifications documents and arrived at independently.
- Any changes to contracts awarded will have a substantive basis and not be pursued merely because we are the successful Contractor.
- We, the undersigned Contractor will, to the best of our ability, perform government contracts awarded at the price and under the terms provided for in the contract. We will not submit inflated invoices for goods provided or services performed under such contracts, and claims will be made only for work actually performed. We will abide by all contracting and subcontracting regulations.

- We, the undersigned Contractor will not, directly or indirectly, offer to give a bribe or otherwise channel kickbacks from contracts awarded, to government officials, their family members or business associates.
- We, the undersigned Contractor will not seek or expect preferential treatment on proposals based on our participation in political campaigns.

Public Life and Political Campaigns

- We, the undersigned Contractor encourage all employees to participate in community life, public service and the political process to the extent permitted by law.
- We, the undersigned Contractor encourage all employees to recruit, support and elect ethical and qualified public officials and engage them in dialogue and debate about business and community issues to the extent permitted by law.
- Our contributions to political parties, committees or individuals will be made only in accordance with applicable laws and will comply with all requirements for public disclosure. All contributions made on behalf of the business must be reported to senior company management.
- We, the undersigned Contractor will not contribute to the campaigns of persons who are convicted felons or those who do not sign the Fair Campaign Practices Ordinance.
- We, the undersigned Contractor will not knowingly disseminate false campaign information or support those who do.

Pass-through Requirements

- This Code prohibits pass-through payments whereby the prime firm requires that the MBE firm accepts payments as an MBE and passes through those payments to another entity.

Rental Space, Equipment and Staff Requirements or Flat Overhead Fee Requirements

- This Code prohibits rental space requirements, equipment requirements, staff requirements and/or flat overhead fee requirements, whereby the prime firm requires the MBE firm to rent space, equipment and/or staff from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc.

MBE Staff Utilization

- This Code prohibits the prime firm from requiring the MBE firm to provide more staff than is necessary and then utilizing the MBE staff for other work to be performed by the prime firm.

This Code also requires that on any contract where MBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs, the timing of payments and when the work is to be performed.

**DEPARTMENT OF BUSINESS DEVELOPMENT
AFFIRMATIVE ACTION PLAN SECTION**

**ORDINANCE NO. 98-30
AAP/PP AFFIDAVIT**

Pursuant to Miami-Dade County's Ordinance No. 98-30, Section 2-8.1.5, entities with annual gross revenues in excess of \$5,000,000 seeking to contract with the County shall as a condition of receiving a County contract have: 1) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices; and 2) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority - and women - owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing notwithstanding, corporate entities whose board of directors are representative of the population make-up of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have written affirmative action plans and procurement policies in order to receive a County contract. The foregoing presumption may be rebutted. The requirements of this section may be waived upon written recommendation of the County Manager that it is in the best interest of the County to do so and approval of the County Commission by majority vote of the members present.

Based on the above, please check the appropriate space below, and complete the affidavit as directed:

- _____ My firm provides engineering, architectural, landscape architectural, land surveying and mapping services. My firm has forwarded our affirmative action to the Department of Business Development for review.
- ☒ My firm has annual gross revenues in excess of \$5,000,000. My firm's affirmative action plan and procurement policy has been forwarded to the Department of Business Development for review.
- _____ My firm has annual gross revenues less than \$5,000,000. Therefore, Ordinance No. 98-30 is not applicable.
- _____ My firm has a Board of Directors which is representative of the population make-up of the nation. (Complete the following Affirmative Action Plan exemption affidavit)

If at any time the Department of Business Development (DBD) has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, DBD may refer the matter to the State Attorney's Office and/or other investigative agencies. DBD may initiate debarment and/or pursue other legal remedies in accordance with Miami-Dade County policy and/or applicable federal, state and local laws.

The undersigned swears that the foregoing statements are true and correct. If after executing this affidavit there are any changes in the information submitted, the undersigned agrees to immediately inform DBD of such changes in writing.

For Questions regarding these requirements contact the Department of Business Development at (305) 349-5960

AFFIRMATIVE ACTION PLAN EXEMPTION AFFIDAVIT

Project No.: _____ Date: _____
Project Title: _____

STATE OF FLORIDA)

ss

COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared: _____ after being first dully sworn, upon oath deposes and says that he is an authorized representative of:

(Legal name, Corporation, Partnership, Firm, Individual)
hereinafter called Firm/Respondent) located at _____
(address, city, state)

and, that said Firm/Respondent has a Board of Directors which is representative of the population make-up of the nation and hereby claims exemption in accordance with the requirements of Ordinance 98-30. Said respondent has a current Board of Directors Disclosure form as required by Ordinance 98-30, processed and approved for filing with Miami-Dade County Department of Business Development (DBD) under File No. _____ and the expiration date of _____

Witness: _____
(Signature)

By _____
(Signature)

Witness: _____
(Signature)

(Legal Name and Title)

The foregoing instrument was acknowledged before me this _____ day of _____ 20____

FOR A CORPORATION, PARTNERSHIP, OR JOINT VENTURE:

by: _____ Having the title of _____
() a _____ corporation () partnership () joint venture
He/She is () personally known to me, or
() has produced _____ As identification.

Notary Seal:

Notary Signature: _____
Type or print name: _____

Please note:

Ordinance 82-37 requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.

Ordinance 98-30 requires firms with annual gross revenues in excess of five (5) million dollars have an affirmative action plan/procurement policy on file with the County. Firms that have Boards of Directors that are representative of the population make-up of the nation are exempt.

For Questions regarding these requirements contact the Department of Business Development at (305) 349-5960

This affidavit must be properly executed by the respondent and included in the proposal/bid.

FAIR SUBCONTRACTING POLICIES CERTIFICATION (ORDINANCE 97-35)

All Permittees on County contracts in which subcontractors may be used shall be subject to and comply with Ordinance 97-35 as amended, requiring Permittees to provide a detailed statement of their policies and procedures for awarding subcontracts which:

- a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract;
- b) invites local subcontractors to submit bids/proposals in a practical, expedient way;
- c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid/proposal;
- d) allows local subcontractors to meet with appropriate personnel of the bidder to discuss the bidder's requirements; and
- e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the bidder's stated objectives.

All Permittees seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures. Permittees who fail to provide a statement of their policies and procedures may not be recommended by the County Manager for award by the Board of County Commissioners.

The term "local" means having headquarters located in Miami-Dade County or having a place of business located in Miami-Dade County from which the contract or subcontract will be performed.

The term "subcontractor" means a business independent of a Bidder that may agree with the Bidder to perform a portion of a contract.

The term "subcontract" means an agreement between a Bidder and a subcontractor to perform a portion of a contract between the Bidder and the County.

FALSE CLAIMS ORDINANCE AFFIDAVIT

The purpose of the Miami-Dade County False Claims Ordinance No. 99-152 is to deter persons from knowingly causing or assisting in causing the County to pay claims that are false, fraudulent, or inflated, and to provide remedies for obtaining damages and civil penalties of the County when money is sought or obtained from the County by reason of a false claim. "Claim" means any invoice, statement, request, demand, lawsuit, or action under contract or otherwise for money, property or services made to any employee, officer, or agent of the County, or to any contractor, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued from or was provided by the County (hereinafter "County funds")

Additionally, Management shall maintain a final bid takeoff, that is, the final estimate, tabulation, or worksheet prepared by the bidder in anticipation of the bid submitted and which shall reflect the final bid price. The final bid takeoff shall contain a line item for allocation of overhead costs. The final bid takeoff is a condition precedent to submitting a claim under the Contract. Any violation of this ordinance may result in the sanctions provided for in the ordinance, including debarment.

LIVING WAGES AFFIDAVIT

Above names Permittee shall pay workers on the Permit a Living Wage in accordance with Ordinance 99-44 and Administrative Order 3-30, as amended, and the Living Wage Supplemental General Conditions provisions of the Permit.

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

By:

[Signature]
Signature of Affiant

7/14/05
Date

Brian Bauer, President
Printed Name of Affiant and Title

9 / 3 - 0 / 8 / 7 / 6 - 7 / 3 / 6
Federal Employment
Identification Number

SUBSCRIBED AND SWORN TO (or affirmed) before me this 14th day of July, 2005

He/She is personally known to me or has presented _____ as
Type of identification
identification.

[Signature]
Signature of Notary

372815
Serial Number



Notary Public - State of _____

Nov 9, 2007
Expiration Date

Notary Public
Yamhill County
Oregon

Notary Seal

EVERGREEN AVIATION GROUND LOGISTICS ENTERPRISES (31), continued

	TOTAL	MALES	FEMALES	WHITE	BLACK	ASIA	N AM	HISP	WHITE	BLACK	ASIA	N AM	HISP
Department: GROUND SUPPORT (2900)													
Position: MANAGER (NON-NIDA) (1416)													
Totals for Position 1416	4	4	0	0	0	0	0	4	0	0	0	0	0
Position: COORDINATOR (5130)													
Totals for Position 5130	2	2	0	0	0	0	0	2	0	0	0	0	0
Position: DRIVER, LIGHT TRUCK (7101)													
Totals for Position 7101	5	5	0	0	0	0	0	5	0	0	0	0	0
Position: DRIVER, DIESEL (7110)													
Totals for Position 7110	10	10	0	0	1	0	0	9	0	0	0	0	0
Position: SUPERVISOR (NON-NIDA) (8000)													
Totals for Position 8000	9	7	2	0	3	0	0	4	0	0	0	0	2
Position: SUPERVISOR, AIRCRAFT CLEANING (8030)													
Totals for Position 8030	2	0	2	0	0	0	0	0	0	0	0	0	2
Position: SUPERVISOR, RAMP SERVICES (8040)													
Totals for Position 8040	9	9	0	0	0	0	0	9	0	0	0	0	0
Position: CLEANER, AIRCRAFT - LEAD (8300)													
Totals for Position 8300	2	0	2	0	0	0	0	0	0	1	0	0	1
Position: CLEANER, AIRCRAFT (8301)													
Totals for Position 8301	43	3	40	0	0	0	0	3	0	0	0	0	40
Position: AGENT, RAMP SERVICE - LEAD (8450)													
Totals for Position 8450	2	2	0	0	0	0	0	2	0	0	0	0	0
Position: AGENT, RAMP SERVICE (8451)													
Totals for Position 8451	53	49	4	0	0	0	0	49	0	0	0	0	4
Position: SORTER (8500)													
Totals for Position 8500	59	58	1	0	21	0	0	37	0	1	0	0	0
Totals for Department 2900	200	149	51	0	25	0	0	124	0	2	0	0	49
Totals for Company 31	212	159	53	3	25	0	0	131	0	2	0	0	51
Report Totals	212	159	53	3	25	0	0	131	0	2	0	0	51

End of Report

570

Clerk's
Copy

SEVENTH AMENDMENT TO THE
NONEXCLUSIVE GENERAL AERONAUTICAL SERVICES PERMIT
WITH AMERICAN SALES & MANAGEMENT ORGANIZATION CORP.
AT THE MIAMI INTERNATIONAL AIRPORT

THIS SEVENTH AMENDMENT, entered into this _____ day of _____, 2005, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "County", and American Sales & Management Organization Corp., hereinafter referred to as the "Permittee".

WITNESSETH:

WHEREAS, by its own terms the existing nonexclusive general aeronautical services permit ("GASP") expires on October 31, 2005; and

WHEREAS, the Board by its adoption of Resolution No. R-567-05 rejected all proposals received for RFP No. MDAD-0004 for permits to provide general aeronautical services to commercial aircraft operators and airlines at Miami International Airport and authorized the County Manager to advertise a new request for proposal using the existing solicitation but eliminating the minimum annual guarantee

WHEREAS, the parties hereto wish to extend the term of the Permit for a period of up to six (6) months to accomplish this new request for proposal process.

NOW, THEREFORE, in consideration of the premises contained herein, the parties hereto agree as follows:

1. In Article 1, subarticle 1.02, entitled "Extension":

Delete: The County hereby extends this Agreement beyond the term of November 1, 1997 to April 30, 2005, as provided in the Fifth Amendment hereto, for up to six (6) additional separate terms of one (1) month each to October 31, 2005, cancelable by either party without cause upon thirty (30) calendar days notice in writing to the other party.

Substitute: The County hereby extends this Agreement beyond the term of November 1, 1997 to October 31, 2005, as provided in the Sixth Amendment hereto, for up to six (6) additional separate terms of one (1) month each to April 30, 2006, cancelable by either party without cause upon thirty (30) calendar days notice in writing to the other party.

2. In Article 7, subarticle 7.04 titled "Extension Period Goals", is amended and restated as follows:

As part of the consideration for the extension of the Agreement, the Permittee shall meet or make a good faith effort to attain DBE participation goals set forth below for each year of the extension pursuant to Article 1.02 as follows:

<u>YEAR</u>	<u>GOAL</u>
November 1, 1997 – October 31, 1998	12%
November 1, 1998 – October 31, 1999	14%

November 1, 1999 – October 31, 2000	16%
November 1, 2000 – October 31, 2001	18%
November 1, 2001 – October 31, 2002	20%
November 1, 2002 – October 31, 2003	20%
November 1, 2003 – October 31, 2004	20%
November 1, 2004 – October 31, 2005	20%
November 1, 2005 – April 30, 2006	20%

The Permittee shall, at a minimum, attain a 10% participation goal through the current procedure including subcontracting with DBE's pursuant to Article 7.03. The Permittee may meet the participation percentages above 10% through purchase of goods and services from DBE firms. The costs of such purchases will be reported separately on the monthly statement required pursuant to Article 3.10.

3. In all other respects, the Permit shall remain in full force and effect in accordance with the terms and conditions specified therein.
4. This Amendment shall become effective as of the date first written above.

IN WITNESS WHEREOF, the parties hereto have caused this Seventh Amendment to the Permit to be executed by their respective and duly authorized officers, as of the day and year first above written.

ATTEST:

MIAMI-DADE COUNTY, FLORIDA a political
subdivision of the State of Florida

HARVEY RUVIN, CLERK

BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

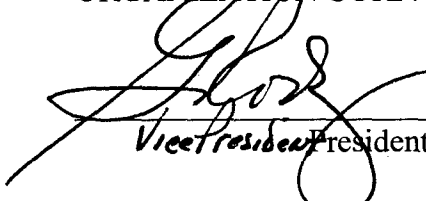
By: _____
County Manager

(Miami-Dade County Seal)

ATTEST:

AMERICAN SALES & MANAGEMENT
ORGANIZATION CORP.

By: 
Secretary


Vice President
(CORPORATE SEAL)

Approved for Form and Legal Sufficiency

By: _____
Assistant County Attorney

MIAMI-DADE COUNTY

MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS AND
CERTIFICATIONS

Project Title General Aeronautical Services Permits

Project Number _____

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared, Gerardo Rodriguez (Print Name)
who is personally known to me or who has provided _____
as identification and who did (did not) take an oath, and who stated:

That he is the duly authorized representative of
American Sales & Management
(Name of Firm/Respondent)

2121 NW 65th Avenue Miami, FL 33122
(Address of Firm/Respondent)

hereinafter referred to as the contracting entity being its _____
Vice President
(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these affidavits/certifications and say as follows.

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART I**

That the information given herein and in the documents attached hereto is true and correct.

1. The full legal name and business address* of the person or entity contracting or transacting business with Miami-Dade County is:

American Sales & Management Organization Corp.
2121 NW 65th Ave. Miami, FL 33122

2. If the contract or business transaction is with a Corporation**, provide the full legal name and business address* and title for each officer.

Jose Lorenzo, President 2121 NW 65th Avenue Miami, FL

Gerardo Rodriguez, VP 2121 NW 65th Avenue Miami, FL

Rene Velazquez, VP 2121 NW 65th Avenue Miami, FL

3. If the contract or business transaction is with a Corporation**, provide the full legal name and business address* for each director.

Benigno Marquez, Director 2121 NW 65th Avenue Miami, FL

4. If the contract or business transaction is with a Corporation**, provide the full legal name and business address* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage.

Jose Loenzo 66% 2121 NW 65th Avenue Miami, FL

Esther Lorenzo 34% 2121 NW 65th Avenue Miami, FL

5. If the contract or business transaction is with a Trust, provide the full legal name and address* for each trustee and each beneficiary. All such names and addresses are: N/A

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART I (Cont'd)

6. The full legal name and business addresses* of any other individuals (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with Miami-Dade County are: N/A

7. If a Corporate Joint Venture, list the names and titles of the Officers of the Corporate Members of the Joint Venture: N/A

(a) President: _____	(b) President: _____
Vice-Pres: _____	Vice-Pres: _____
Secretary: _____	Secretary: _____
Treasurer: _____	Treasurer: _____

8. If a Non-Corporate Partnership or Joint Venture, list the names of the Principals of the Non-Corporate Partnership or Joint Venture: N/A

(c) _____ (Name)	(d) _____ (Name)
---------------------	---------------------

(c) _____ (Title)	(d) _____ (Title)
----------------------	----------------------

9. State whether the person or entity contracting or transacting business with Miami-Dade County has a collective bargaining agreement with its employees (Yes/No: No).

10. State whether the entity provides company paid health care benefits to be paid to employees (Yes/No: Yes).

11. Attach a list reflecting the current breakdown of the entity's work force as to race, national origin or gender.

(ADD EXTRA SHEETS IF NEEDED)

* **Post Office Box addresses not acceptable.**

** **If a Joint Venture, list this information for each member of the Joint Venture**

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II**

LIST ALL CONTRACTS IN EFFECT WITH MIAMI DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT	FINAL AMT. ORIG. CONTRACT	PERCENTAGE OF CONTRACT DIFFERENTIAL
<hr/> <hr/>			
(1) N/A			
_____	\$ _____	\$ _____	_____ %
Summary of Construction Work performed	<hr/> <hr/>		
Litigation Arising out of Contract	<hr/> <hr/> <hr/>		
<hr/> <hr/>			
(2)			
_____	\$ _____	\$ _____	_____ %
Summary of Construction Work performed	<hr/> <hr/>		
Litigation Arising out of Contract	<hr/> <hr/> <hr/>		
<hr/> <hr/>			

(ADD EXTRA SHEET(S) IF NEEDED.)

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART III**

A. How long has firm been in business? 11 Years

B. Has the firm, or the principals of the firm, ever done business under another name or with another firm? No
If so, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

C. List firm's private sector business for the last five (5) years:

<u>NAME OF CLIENT</u>	<u>DESCRIPTIVE TITLE OF PROJECT</u>
(1) <u>American Airlines</u>	<u>Ticket Counter, Passenger Services, Porter Assistance</u>
(2) <u>LAN</u>	<u>Ramp Services, Porter Assistance</u>
(3) <u>Delta Airlines</u>	<u>Ticket Counter, Passenger Services, Porter Assistance</u>
(4) <u>United Airlines</u>	<u>Ticket Counter, Passenger Services, Porter Assistance</u>
(5) <u>Concourse E & F Airlines</u>	<u>Passenger Services</u>

(ADD EXTRA SHEET(S) IF NEEDED.)

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies.]**

 X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, **AND [Please indicate which additional statement applies.]**

 There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**

_____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **[Please attach a copy of the final order.]**

_____The person or affiliate has not been placed on convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT

Ordinance No. 93-129, as amended by Ordinance No. 00-18, is applicable to any provider of goods or services to the County who has a debarment history of poor performance on County Contracts or who have by their commission of crimes or the rendition of civil judgements, shown a lack of honesty and integrity.

Pursuant to Ordinance No. 00-18, the terms "vendor" and "consultant" have the same meaning as "contractor" and "subconsultant" has the same meaning as "subcontractor."

The Consultant shall comply with Miami-Dade County Ordinance No. 93-129 as amended by Ordinance No. 00-18, which prevents contractors, subcontractors, their officers, their principals, stockholders, and their affiliates who have been debarred by the County, from entering into contracts with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract.

It is the Consultant's responsibility to ascertain that none of the subcontractors, their officers, principals or affiliates, as defined in the ordinance, are debarred by the County pursuant to Ordinance No. 93-129 as amended by Ordinance No. 00-18 and Administrative Order 3-2 before submitting a proposal.

The Disclosure Affidavit pursuant to Ordinance No. 93-129 as amended by Ordinance No. 00-18 requires the Consultant to affirm, under oath, that neither the Consultant, its subcontractors, or their officers, principals or affiliates, as defined in the ordinance, are debarred by the County at the time of the response.

Any Consultant who fails to complete the Disclosure Affidavit pursuant to Ordinance No. 93-129, as amended, shall not be awarded a Contract with the County. Any contract or transaction entered into in violation of Ordinance No. 93-129 as amended by Ordinance No. 00-18 is void, and any person who willfully fails to disclose the required information or who knowingly discloses false information can be punished by civil or criminal penalties, or both, as provided for in the law.

Consultants shall also comply with Miami-Dade County Ordinance Nos. 93-137 which provides for penalties for any entity attempting to meet contractual obligations through fraud, misrepresentation, or material misstatement. In addition, the County shall, whenever practicable, terminate the contract. The County may also terminate or cancel any other contracts which such entity has with the County.

Pursuant to Ordinance No. 97-52, any entity attempting to comply with this Ordinance through fraud, misrepresentation or material misstatement may be debarred.

Consultant or his agents, officers, principals, stockholders, subcontractors or their affiliates shall affirm that they are not debarred by Miami-Dade County.

CRIMINAL RECORD AFFIDAVIT

Pursuant to Ordinance No. 94-34, as amended by Ordinance No. 00-30, failure to disclose convictions may result in debarment for those persons or entities who knowingly fail to make the required disclosure or falsify information.

Above named Firm/Respondent, as of the date of bid/proposal submission:

 X has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of bid submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

 has been convicted of a felony during the past ten (10) years, or as of the date of bid submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

CURRENT IN OBLIGATIONS TO THE COUNTY AFFIDAVIT

Pursuant to Ordinance 99-162, as amended by Ordinance 00-67, Resolution R-531-00 and Administrative Order 3-29, all contracts, business transactions and renewals thereof with the County shall require the individual or entity seeking to transact business with the County to verify that the individual or entity is current in the obligations to the County and is not otherwise in default of any County contract. Any contract or transaction entered into in violation of this Ordinance shall be voidable.

Further, failure to meet the terms and conditions of any obligation or repayment schedule shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

Above named Firm/Respondent, as of the date of bid submission, verifies that the individual or entity is current in its obligations to the County and is not otherwise in default of any County contract.

DISABILITY NONDISCRIMINATION CERTIFICATION

That the above named entity is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

Miami-Dade County Resolution No. R-385-95.

Any contract entered into based upon a false certification submitted pursuant to resolution No. R-385-95 shall be voidable by the County. If any attesting firm violates any of the Acts during the term of any contract such firm has with the County, such contract shall be voidable by the County, even if the attesting firm was not in violation at the time it submitted its certification.

Pursuant to Resolution No. R-385-95, as amended by Resolution No. R-182-00, failure of the certifying firm to comply with the requirements of the Resolution may result in the debarment of those who knowingly violate the policy or falsify information.

FAMILY LEAVE PLAN CERTIFICATION

That in compliance with Ordinance No. 93-118 which amended Ordinance No. 91-142 of the Code of Miami Dade County, Florida, the above named entity provides the following information and is in compliance with all items in the aforementioned ordinance.

Employees, as defined in Section 2, Ordinance No. 93-118 and Chapter 11A of the Miami Dade County Code, shall be entitled to take leave on the same terms and conditions as are provided by Sections 102, 103, 104 and 108 of the Family and Medical Leave Act of 1993 (FMLA), Public Law No. 103-3, and any amendments thereto, with the exception of the following:

- (a) An employee may also take leave under the ordinance to care for a grandparent with a serious health condition on the same terms and conditions as leave is permitted under the FMLA to care for a parent with a serious health condition.
- (b) Employers are not required by the ordinance to maintain coverage under any group health plan for the duration of an employee's leave.
- (c) Nothing in this ordinance shall be construed to affect any employee benefit plan that the employer may otherwise provide.

Pursuant to Ordinance No. 93-118, and Section 102 (Leave Requirements), Entitlement to Leave-Subject to section 103, an eligible employee shall be entitled to a total of 12 workweeks of leave during any 12-month period for one or more of the following:

- (a) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- (b) Because of the placement of a son or daughter with the employee for adoption or foster care.
- (c) In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
- (d) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Pursuant to Ordinance No. 91-142, as amended by Ordinance No. 93-118 and Resolution Nos. R-1499-91 and R-183-00, Permittees who are employers covered by the Family Leave Ordinance shall, as a condition of award, certify that they provide family leave to their employees as required by such ordinance. The obligation to provide family leave to their employees shall be a contractual obligation. Failure to comply with the requirements of this section may result in debarment.

DOMESTIC LEAVE CERTIFICATION

Pursuant to Ordinance No. 99-5 and Resolution No. R-185-00, prior to entering into any contract with the County, a firm desiring to do business with the County, shall as a condition of award, certify that the firm is in compliance with the Domestic Leave Ordinance No. 99-5. The obligation to provide domestic violence leave to their employees shall be a contractual obligation. Failure to comply with the requirements of Resolution No. R-185-00, as well as the Domestic Leave Ordinance, may result in the contract being declared void, the contract being terminated and/or the firm being debarred.

The entity named above certifies that the firm is in compliance with the Domestic Leave Ordinance, Ordinance No. 99-05.

**MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY
DUE FEES OR TAXES CERTIFICATION**

Except for small purchase orders and sole source contracts, the above named entity verifies that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - which are collected in the normal course by the Miami-Dade County Tax Collector as well as Miami-Dade County issued parking tickets for vehicles registered in the name of the entity have been paid.

Pursuant to Section 2-8.6, as amended by Ordinance No. 00-30, failure to comply with the policy may result in debarment.

DRUG-FREE WORK PLACE CERTIFICATION

The entity named above certifies that the firm will provide a drug free workplace in compliance with Section 2-8.1.2 of the Code of Miami-Dade County as amended by Miami-Dade County Ordinance 00-30.

Pursuant to Ordinance No. 92-15, as amended by Ordinance No. 00-30, failure to comply with the policies in these Ordinances may result in debarment for those persons.

CODE OF BUSINESS ETHICS CERTIFICATION

In accordance with Resolution R-994-99 each person or entity that seeks to do business with Miami-Dade County shall adopt the Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics as follows:

The Miami-Dade County/Greater Miami Chamber of Commerce seeks to create and sustain an ethical business climate for its members and the community by adopting a Code of Business Ethics. Miami-Dade County/Greater Miami Chamber of Commerce encourages its members to incorporate the principles and practices outlined here in their individual codes of ethics, which will guide their relationships with customers, clients and suppliers. This Model Code can and should be prominently displayed at all business locations and may be incorporated into marketing materials. Miami-Dade County/Greater Miami Chamber of Commerce believes that its members should use this Code as a model for the development of their organizations' business codes of ethics.

This Model Code is a statement of principles to help guide decisions and actions based on respect for the importance of ethical business standards in the community. Miami-Dade County/Greater Miami Chamber of Commerce believes the adoption of a meaningful code of ethics is the responsibility of every business and professional organization.

By affixing a signature on this Single Execution Condition of Award Certification, the Contractor hereby agrees to comply with the principles of Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics. If the Contractor firm's code varies in any way, the Contractor must identify the difference(s) on separate documents attached to this Single Execution Condition of Award Certification.

Compliance with Government Rules and Regulations

- We the undersigned Contractor will properly maintain all records and post all licenses and certificates in prominent places easily seen by our employees and customers.
- In dealing with government agencies and employees we will conduct business in accordance with all applicable rules and regulations and in the open.
- We, the undersigned Contractor will report contract irregularities and other improper or unlawful business practices to the Ethics Commission, the Office of Inspector General or appropriate law enforcement authorities.

Recruitment, Selection and Compensation of Contractors, Consultants, Vendors, and Suppliers

- We, the undersigned Contractor will avoid conflicts of interest and disclose such conflicts when identified.
- Gifts that compromise the integrity of a business transaction are unacceptable; we will not kick back any portion of a contract payment to employees of the other contracting party or accept such kickback.

Business Accounting

- All our financial transactions will be properly and fairly recorded in appropriate books of account, and there will be no "off the books" transactions or secret accounts.

Promotion and Sales of Products and Services

- Our products will comply with all applicable safety and quality standards.
- We, the undersigned Contractor will promote and advertise our business and its products or services in a manner that is not misleading and doer, not falsely disparage our competitors.
- We, the undersigned Contractor will conduct business with government agencies and employees in a manner that avoids even the appearance of impropriety. Efforts to curry political favoritism are unacceptable.
- Our proposal will be competitive, appropriate to the request for proposals/qualifications documents and arrived at independently.
- Any changes to contracts awarded will have a substantive basis and not be pursued merely because we are the successful Contractor.
- We, the undersigned Contractor will, to the best of our ability, perform government contracts awarded at the price and under the terms provided for in the contract. We will not submit inflated invoices for goods provided or services performed under such contracts, and claims will be made only for work actually performed. We will abide by all contracting and subcontracting regulations.

- We, the undersigned Contractor will not, directly or indirectly, offer to give a bribe or otherwise channel kickbacks from contracts awarded, to government officials, their family members or business associates.
- We, the undersigned Contractor will not seek or expect preferential treatment on proposals based on our participation in political campaigns.

Public Life and Political Campaigns

- We, the undersigned Contractor encourage all employees to participate in community life, public service and the political process to the extent permitted by law.
- We, the undersigned Contractor encourage all employees to recruit, support and elect ethical and qualified public officials and engage them in dialogue and debate about business and community issues to the extent permitted by law.
- Our contributions to political parties, committees or individuals will be made only in accordance with applicable laws and will comply with all requirements for public disclosure. All contributions made on behalf of the business must be reported to senior company management.
- We, the undersigned Contractor will not contribute to the campaigns of persons who are convicted felons or those who do not sign the Fair Campaign Practices Ordinance.
- We, the undersigned Contractor will not knowingly disseminate false campaign information or support those who do.

Pass-through Requirements

- This Code prohibits pass-through payments whereby the prime firm requires that the MBE firm accepts payments as an MBE and passes through those payments to another entity.

Rental Space, Equipment and Staff Requirements or Flat Overhead Fee Requirements

- This Code prohibits rental space requirements, equipment requirements, staff requirements and/or flat overhead fee requirements, whereby the prime firm requires the MBE firm to rent space, equipment and/or staff from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc.

MBE Staff Utilization

- This Code prohibits the prime firm from requiring the MBE firm to provide more staff than is necessary and then utilizing the MBE staff for other work to be performed by the prime firm.

This Code also requires that on any contract where MBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs, the timing of payments and when the work is to be performed.

**DEPARTMENT OF BUSINESS DEVELOPMENT
AFFIRMATIVE ACTION PLAN SECTION**

**ORDINANCE NO. 98-30
AAP/PP AFFIDAVIT**

Pursuant to Miami-Dade County's Ordinance No. 98-30, Section 2-8.1.5, entities with annual gross revenues in excess of \$5,000,000 seeking to contract with the County shall as a condition of receiving a County contract have: 1) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices; and 2) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority - and women - owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing notwithstanding, corporate entities whose board of directors are representative of the population make-up of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have written affirmative action plans and procurement policies in order to receive a County contract. The foregoing presumption may be rebutted. The requirements of this section may be waived upon written recommendation of the County Manager that it is in the best interest of the County to do so and approval of the County Commission by majority vote of the members present.

Based on the above, please check the appropriate space below, and complete the affidavit as directed:

_____ My firm provides engineering, architectural, landscape architectural, land surveying and mapping services. My firm has forwarded our affirmative action to the Department of Business Development for review.

 X My firm has annual gross revenues in excess of \$5,000,000. My firm's affirmative action plan and procurement policy has been forwarded to the Department of Business Development for review.

_____ My firm has annual gross revenues less than \$5,000,000. Therefore, Ordinance No. 98-30 is not applicable.

_____ My firm has a Board of Directors which is representative of the population make-up of the nation. (Complete the following Affirmative Action Plan exemption affidavit)

If at any time the Department of Business Development (DBD) has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, DBD may refer the matter to the State Attorney's Office and/or other investigative agencies. DBD may initiate debarment and/or pursue other legal remedies in accordance with Miami-Dade County policy and/or applicable federal, state and local laws.

The undersigned swears that the foregoing statements are true and correct. If after executing this affidavit there are any changes in the information submitted, the undersigned agrees to immediately inform DBD of such changes in writing.

For Questions regarding these requirements contact the Department of Business Development at (305) 349-5960

N/A

Project Title: _____

SS
COUNTY OF MIAMI-DADE)

(Legal name, Corporation, Partnership, Firm, Individual)
hereinafter called Firm/Respondent) located at _____
(address, city, state)

Witness: _____ By _____
(Signature) (Signature)

Witness: _____
(Signature) _____
(Legal Name and Title)

FOR A CORPORATION, PARTNERSHIP, OR JOINT VENTURE:

Notary Seal: _____ Notary Signature: _____
Type or print name: _____

Ordinance 82-37 requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.

For Questions regarding these requirements contact the Department of Business Development at (305) 349-5960

This affidavit must be properly executed by the respondent and included in the proposal/bid.

FAIR SUBCONTRACTING POLICIES CERTIFICATION (ORDINANCE 97-35)

All Permittees on County contracts in which subcontractors may be used shall be subject to and comply with Ordinance 97-35 as amended, requiring Permittees to provide a detailed statement of their policies and procedures for awarding subcontracts which:

- a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract;
- b) invites local subcontractors to submit bids/proposals in a practical, expedient way;
- c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid/proposal;
- d) allows local subcontractors to meet with appropriate personnel of the bidder to discuss the bidder's requirements; and
- e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the bidder's stated objectives.

All Permittees seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures. Permittees who fail to provide a statement of their policies and procedures may not be recommended by the County Manager for award by the Board of County Commissioners.

The term "local" means having headquarters located in Miami-Dade County or having a place of business located in Miami-Dade County from which the contract or subcontract will be performed.

The term "subcontractor" means a business independent of a Bidder that may agree with the Bidder to perform a portion of a contract.

The term "subcontract" means an agreement between a Bidder and a subcontractor to perform a portion of a contract between the Bidder and the County.

FALSE CLAIMS ORDINANCE AFFIDAVIT

The purpose of the Miami-Dade County False Claims Ordinance No. 99-152 is to deter persons from knowingly causing or assisting in causing the County to pay claims that are false, fraudulent, or inflated, and to provide remedies for obtaining damages and civil penalties of the County when money is sought or obtained from the County by reason of a false claim. "Claim" means any invoice, statement, request, demand, lawsuit, or action under contract or otherwise for money, property or services made to any employee, officer, or agent of the County, or to any contractor, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued from or was provided by the County (hereinafter "County funds")

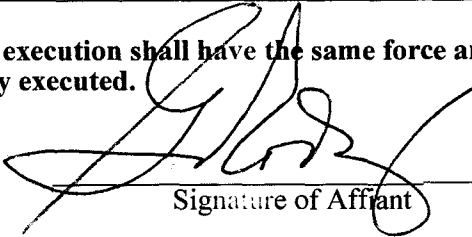
Additionally, Management shall maintain a final bid takeoff, that is, the final estimate, tabulation, or worksheet prepared by the bidder in anticipation of the bid submitted and which shall reflect the final bid price. The final bid takeoff shall contain a line item for allocation of overhead costs. The final bid takeoff is a condition precedent to submitting a claim under the Contract. Any violation of this ordinance may result in the sanctions provided for in the ordinance, including debarment.

LIVING WAGES AFFIDAVIT

Above named Permittee shall pay workers on the Permit a Living Wage in accordance with Ordinance 99-44 and Administrative Order 3-30, as amended, and the Living Wage Supplemental General Conditions provisions of the Permit.

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

By:


Signature of Affiant

7-11-05

Date

Gerardo Rodriguez, VP
Printed Name of Affiant and Title

6 / 5 / 0 / 4 / 5 / 9 / 7 / 8 / 7
Federal Employment
Identification Number

SUBSCRIBED AND SWORN TO (or affirmed) before me this 12 day of July, 2005

He/She is personally known to me or has presented _____ as
identification. Type of identification


Signature of Notary

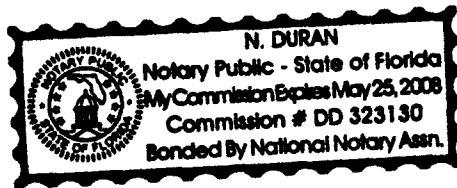
DD 323130
Serial Number

N. DURAN
Print or Stamp Name of Notary

May 25, 2008
Expiration Date

Notary Public - State of FLORIDA

Notary Seal





Miami-Dade County, Florida
Department of Business Development
"Statistical Workforce Analysis"

Complete the following information for all permanent full-time employees. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.

Name of Firm: American Sales & Management		<input checked="" type="checkbox"/> Corporate Office											
Location: 2121 NW 65th Avenue Miami, FL 33122		<input type="checkbox"/> Miami Office											
Contact Name: Nancy Duran													
Telephone: 305 381-8541		Facsimile: 305 381-6079											
E-mail: nduran@asmorgcorp.com													
Racial/Ethnic Group Status													
Job Categories	Total Number per Job Category	White		Black		Hispanic		Other		Combined Totals			
		M	F	M	F	M	F	M	F	W	B	H	O
Officials and Managers													
Professionals						4						4	
Technicians			1			5	2			1		7	
Sales Workers													
Office and Clerical													
Craft Workers (skilled)						2	10					12	
Operatives (semi-skilled)													
Laborers (unskilled)													
Service Workers													
Total		5	96	72	527	500				5	168	1027	
										6	168	1050	

Nancy Duran

Affirmative Action Officer Name

Signature

7-11-05

Date